

# EXHIBIT B

AMENDMENT TO LEASE AGREEMENT

**THIS AMENDMENT TO LEASE AGREEMENT** (the "*Amendment*") is made and entered into effective as of this \_\_\_\_ day of May, 2007 (the "*Effective Date*") by and between **U.S. 41 & I 285 COMPANY**, a New York general partnership, whose address is c/o Mall Properties, Inc. 654 Madison Avenue, New York, New York 10021 (the "*Landlord*") and **BED BATH & BEYOND INC.**, a New York corporation, whose address is 650 Liberty Avenue, Union, New Jersey 07083 (the "*Tenant*").

**WITNESSETH:**

**WHEREAS**, Landlord and Tenant entered into that certain Lease Agreement dated October 3, 2005 (the "*Lease*") for certain premises (hereinafter the "*Premises*") situated in that certain shopping center commonly known as Akers Mill Square shopping center in Cobb County, Georgia (hereinafter, the "*Shopping Center*"); the Premises and the Shopping Center being more particularly described in the Lease; and

**WHEREAS**, the parties wish to amend the Lease as more particularly set forth below.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Landlord and Tenant, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Capitalized terms used herein that are not defined in this Amendment, shall have the meaning attributable to such terms in the Lease.
3. **Exhibit B**. Exhibit B annexed to the Lease is hereby deleted, and the Exhibit annexed to this Amendment identified as "Exhibit B" and by this reference made a part hereof, shall be substituted therefor. All references to Exhibit "B" or the Site Plan, as applicable, in the Lease shall now be deemed to refer to the Exhibit "B" hereto annexed. All references in the Lease to Tenant's "Critical Area" shall refer to the Critical Area shown on Exhibit "B" hereto annexed.
4. **Pylon Signage**. Pursuant to the provisions of Section 7.2 of the Lease, Landlord elects to replace the Existing Pylon, at Landlord's sole expense, with a new pylon sign pursuant to the sign drawing attached hereto as Exhibit "F-1" and by this reference made a part hereof (the "*Replacement Pylon*"). Tenant hereby approves the design of the Replacement Pylon and the position of Tenant's sign panel shown on Exhibit "F-1". Landlord shall, at Landlord's sole expense, furnish and install Tenant's sign panels, which panels shall be designed by Tenant, in the same position on each side of the Replacement Pylon. The Replacement Pylon shall be subject to applicable local rules, codes, ordinances, regulations and requirements.
5. **Site Improvements to be Constructed by Landlord**. As part of Landlord's refurbishment of the Shopping Center as shown on Exhibit "B" attached, Landlord has

requested and Tenant has agreed that Landlord shall have the right to perform site improvements in the parking fields and sidewalk immediately in front of Tenant's building ("Landlord's Work"). In connection with the performance of Landlord's Work, Landlord and Tenant agree as follows:

(a) Landlord shall perform Landlord's Work, at Landlord's sole cost and expense, in accordance with all applicable local rules, codes, ordinances, regulations and requirements;

(b) Landlord's Work shall be performed in two (2) phases, as shown on the Site Construction Plan attached hereto as Exhibit "A-1", the Phase I Demo Plan attached hereto as Exhibit "A-2", the Phase II Demo Plan attached hereto as Exhibit "A-3", the Sidewalk Demolition Plan attached hereto as Exhibit "A-4", and the Sidewalk Construction Plan attached hereto as Exhibit A-5. The foregoing exhibits are herein collectively referred to as the "Construction Plans" and are incorporated herein by reference;

(c) Landlord's Work shall be performed in accordance with the Construction Schedule attached hereto as Schedule "1" and incorporated herein by reference;

(d) Landlord anticipates completing the Landlord's Work shown on Schedule "1" on or before August 1, 2007. Tenant agrees that, notwithstanding the provisions of Section 5.2.1 and 5.2.2 of the Lease, Landlord may perform site improvements and building construction other than Landlord's Work (and therefore such other work will be in areas outside of Tenant's sidewalk and parking field) during the month of August 2007;

(e) If Landlord's Work is not completed by August 1, 2007, Landlord shall pay Tenant the sum of Three Thousand and no/100 Dollars (\$3,000.00) per day for each day after August 1, 2007 until Landlord's Work is complete; and

(f) Landlord shall, at Landlord's sole expense, place two (2) signs at the location shown on the Construction Plans indicating that Tenant is open during construction.

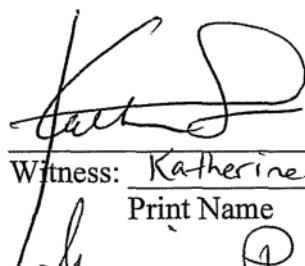
6. Each party represents and warrants to the other that no broker or finder has acted on its behalf in connection with this Amendment or the transaction contemplated hereby. Landlord and Tenant each agree to indemnify and hold harmless the other from and against any claim or demand for commission or other compensation by any other broker, finder, or similar agent claiming to have been employed by or on behalf of such party.

7. Except as set forth in this Amendment, all provisions of the Lease shall remain unchanged and in full force and effect and are hereby reaffirmed by the parties hereto.

8. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall be deemed a single instrument.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Amendment under seal as of the day and year first above written.

Signed, sealed and delivered  
in the presence of :

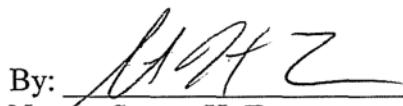
  
Witness: Katherine Sloss  
Print Name

Genevieve Prisciandaro  
Notary Public

My Commission Expires: 11/4/07

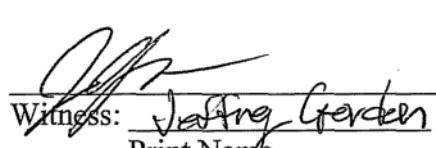
**TENANT:**

**BED BATH & BEYOND INC.**  
a New York corporation

By:   
Name: Steven H. Temares  
Title: Chief Executive Officer

**GENEVIEVE PRISCIANDARO**  
Notary Public - State of N.J.  
My Commission Expires 11/4/07

Signed, sealed and delivered  
in the presence of :

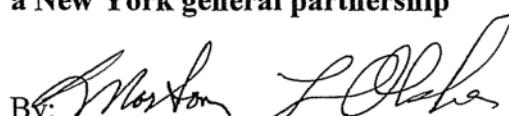
  
Witness: Jeffrey Gordon  
Print Name

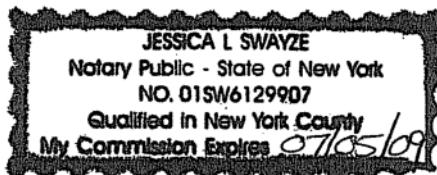
Jessica L. Swayze  
Notary Public

My Commission Expires: July 5, 2009

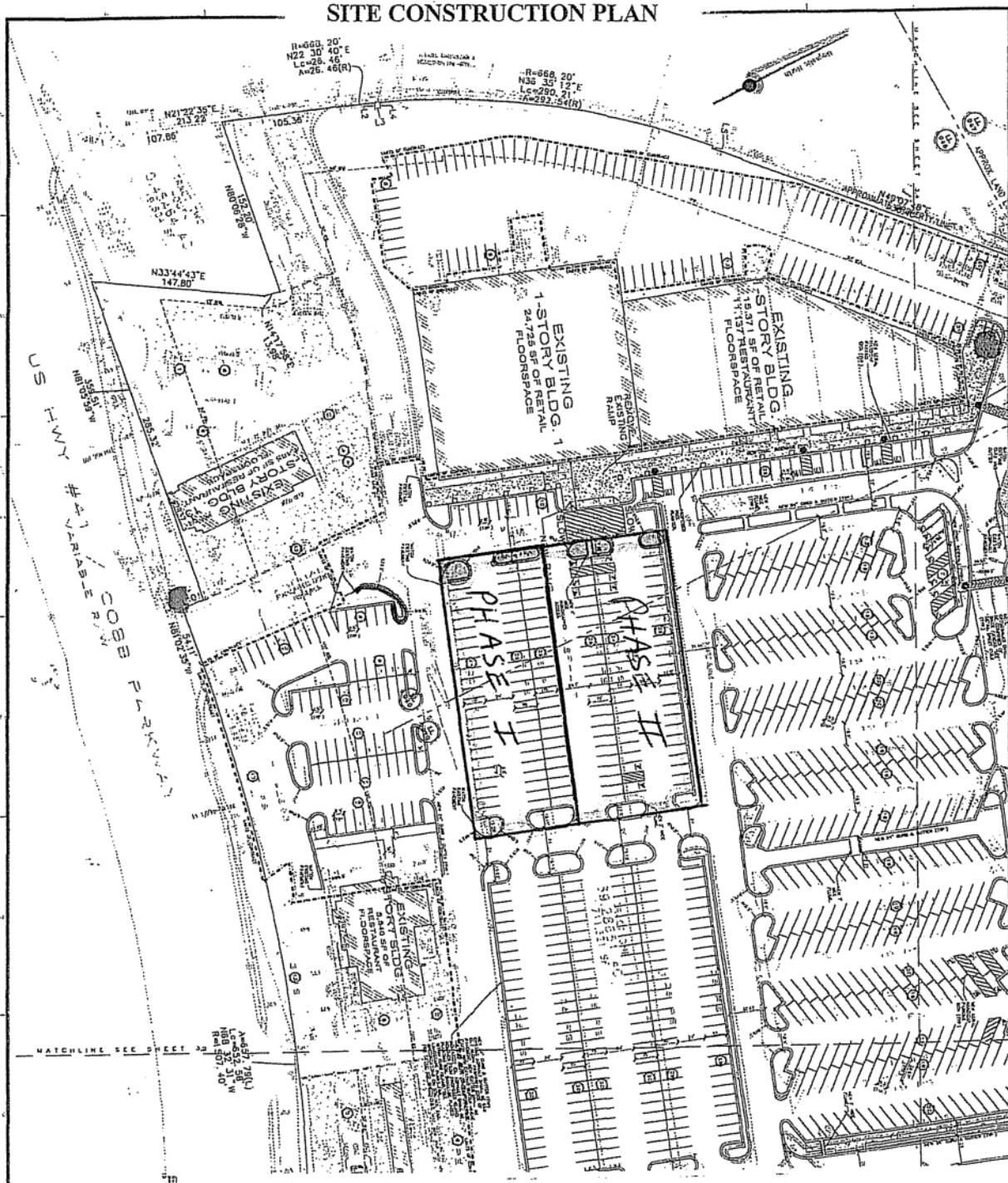
**LANDLORD:**

**U.S. 41 & I 285 COMPANY,**  
a New York general partnership

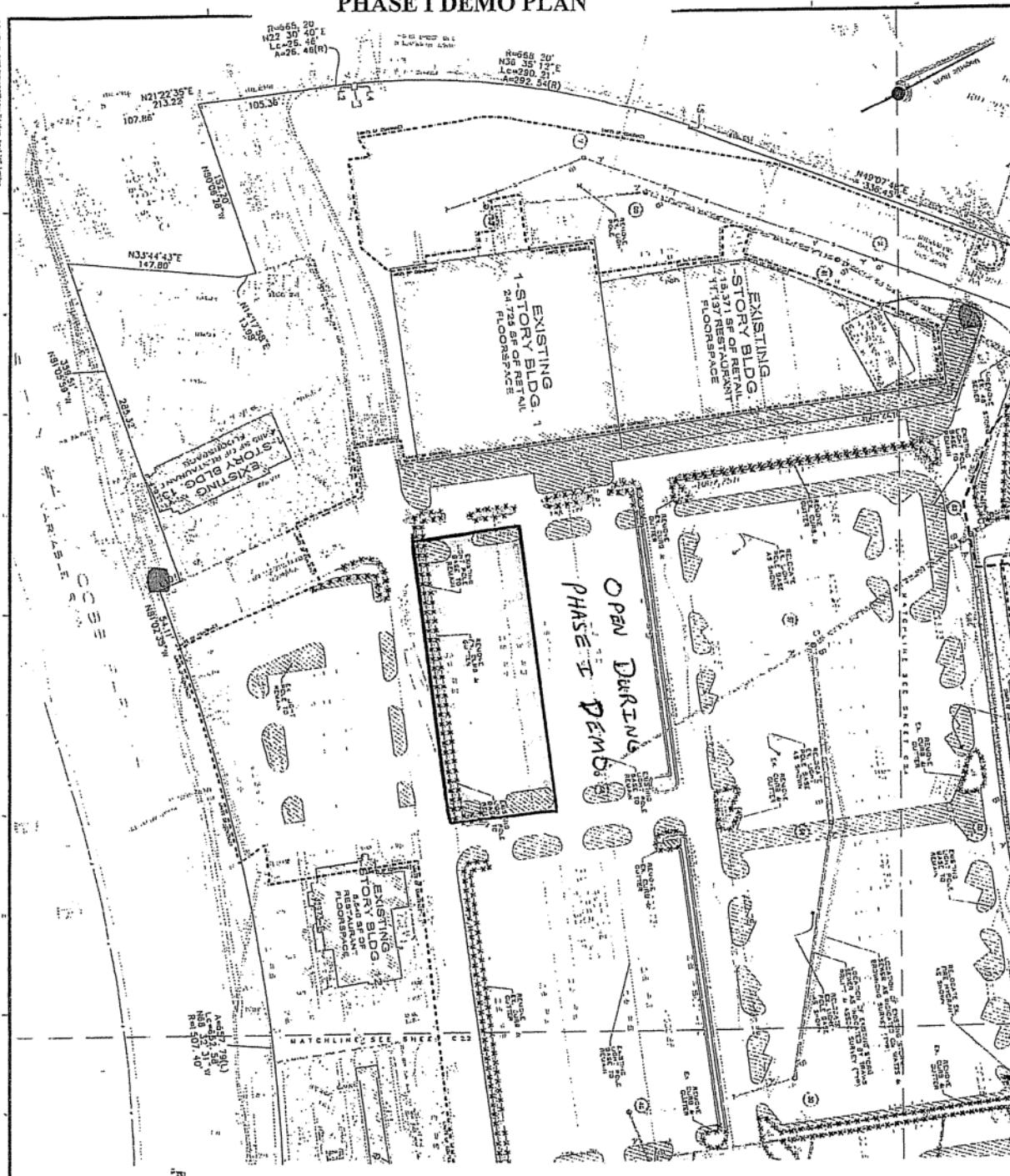
By:   
Morton L. Olshan  
Managing Partner



SITE CONSTRUCTION PLAN



## PHASE I DEMO PLAN



PHASE I DEMO

PHASE I MILLING

PHASE I CURB DEMO

— TEMPORARY FENCE

■ "BB&B OPEN DURING CONSTRUCTION" SIGNS

5.8.07

## PHASE II DEMO PLAN

## PHASE II DEMO PLAN



BB&B  
"OPEN DURING  
CONSTRUCTION"  
SIGNS

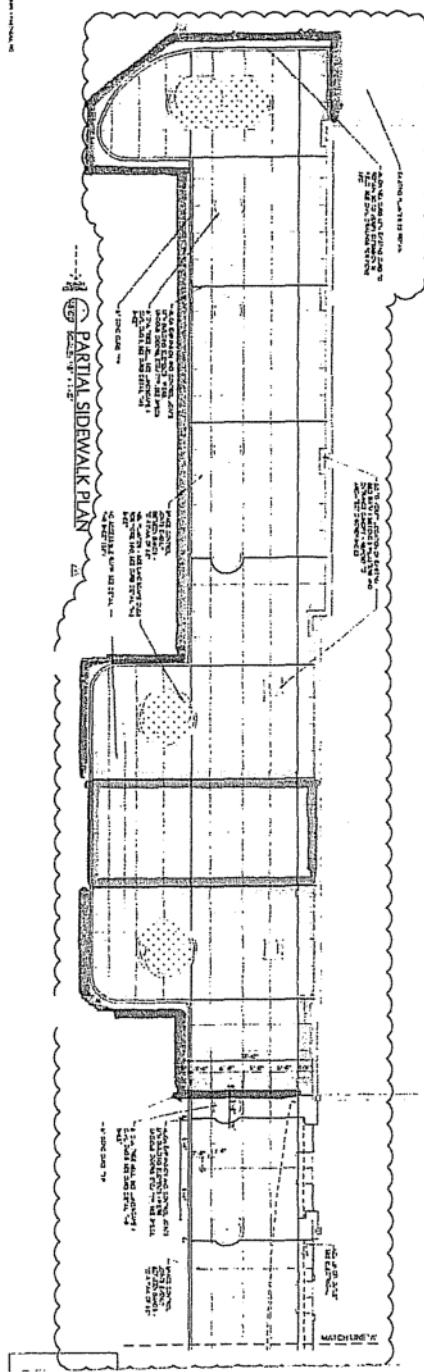
# — TEMPORARY CONSTRUCTION FENCE

- PHASE II DEMONSTRATION

to 8.5

**EXHIBIT "A-4"**  
**SIDEWALK DEMOLITION PLAN**

## SIDEWALK DEMOLITION PLAN



## PHASE I DEMOLITION

## PHASE II DEMOLITION

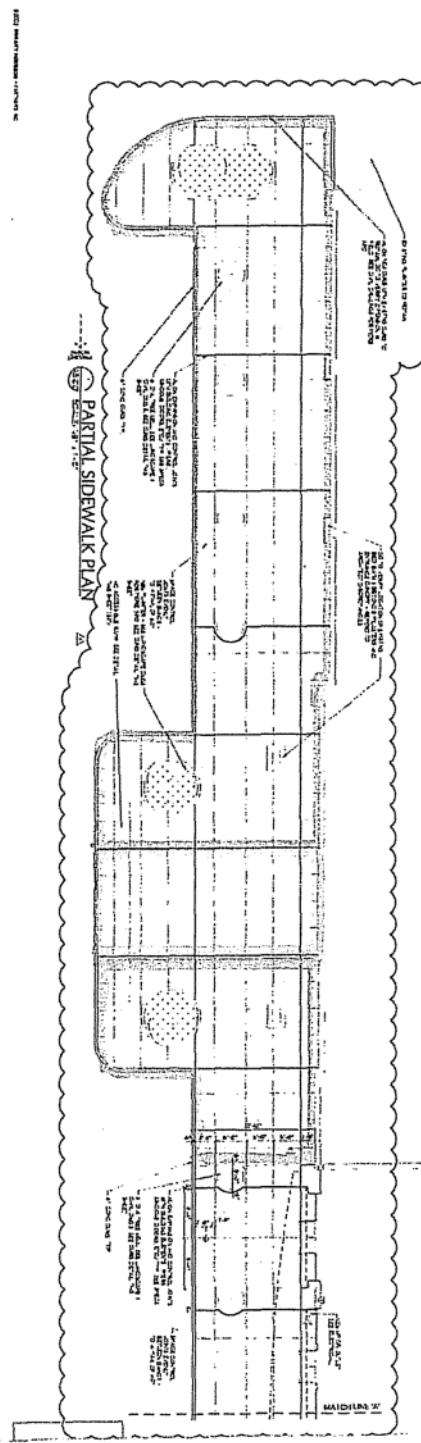
IMMEDIATELY REPLACED WITH  
A TEMPORARY PLASTIC WALKWAY

TEMPORARY BARRICADE

5.8.07

**EXHIBIT "A-5"**  
**SIDEWALK CONSTRUCTION**  
**PLAN**

SIDEWALK CONSTRUCTION PLAN

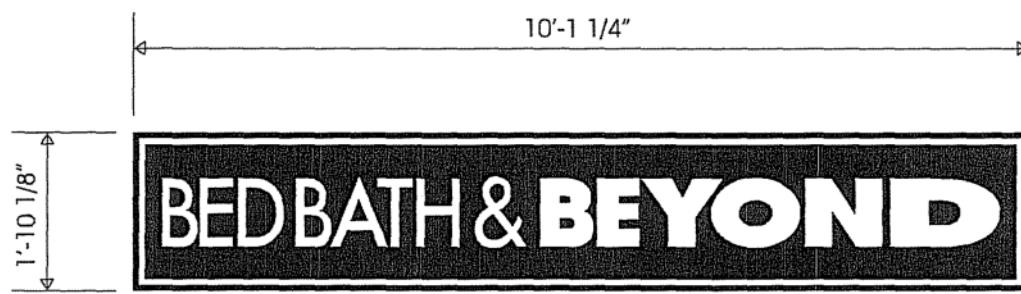
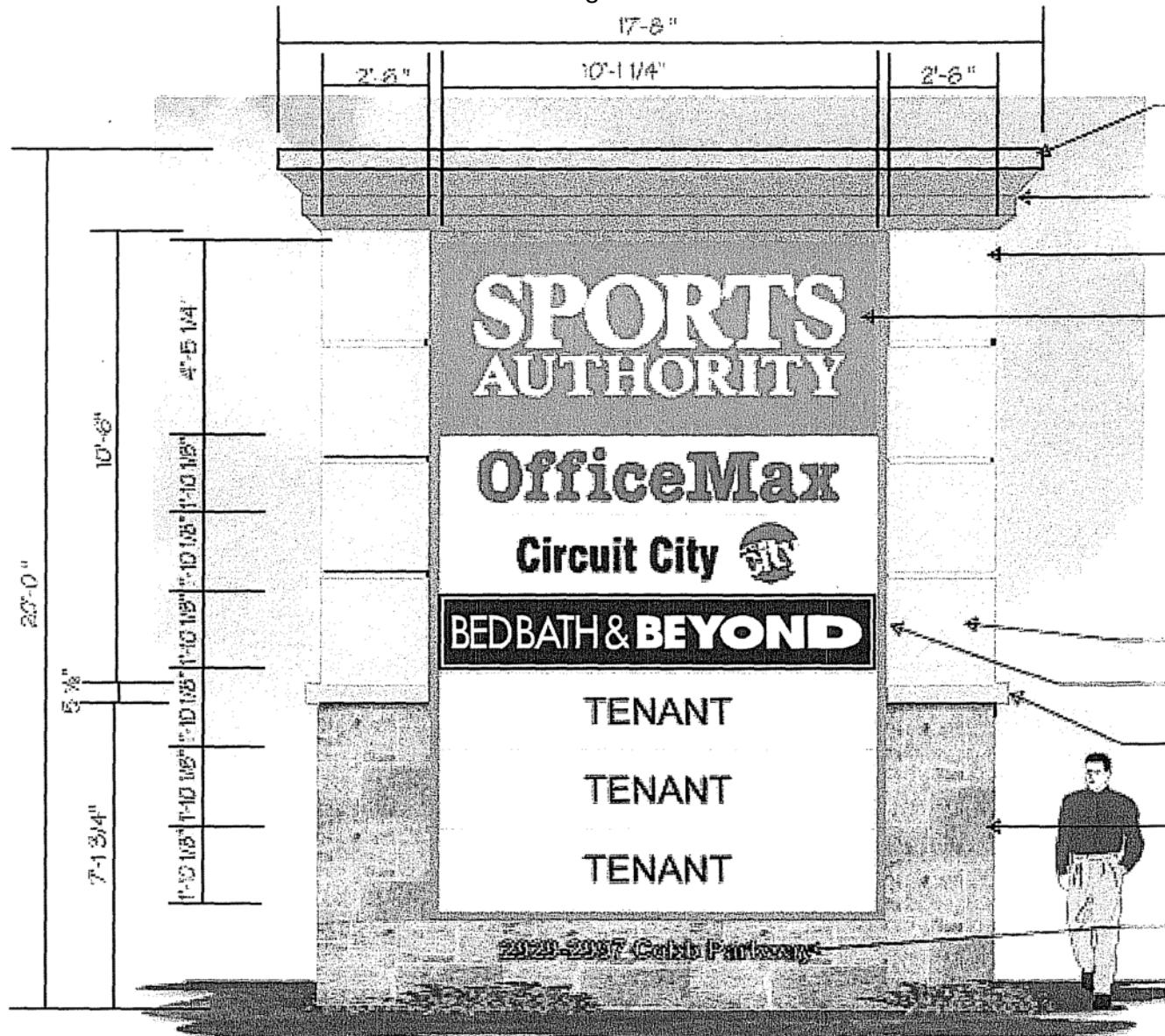


PHASE I Construction

PHASE II After Hours Construction

JL  
5.8.07





Routed and backed  
1:11.5 ratio

jl  
5.8.07



Bed Bath & Beyond  
Akers Mills  
Atlanta, GA

04/24/07

This is an original unpublished drawing created by Cummings Signs. It is submitted for your personal use in connection with a project being planned for you. It is not to be shown to anyone outside your organization, nor is it to be copied or distributed outside your organization in any fashion without written consent of Cummings Signs. This proposal remains the exclusive property of Cummings Signs until approved and accepted thru purchase by the client named above.

EXHIBIT F-1 (sheet 2 of 2)



**CONSTRUCTION SCHEDULE**

**Bed, Bath & Beyond Schedule**

ID	Task Name BY OWNER	Duration	Start	Finish	April	May
1	Notice to Proceed/ Contract	1 day	Fri 4/13/07	Fri 4/13/07	4/1	4/15
2	Notice to Proceed/ Contract	1 day	Fri 4/13/07	Fri 4/13/07	4/1	4/22
3	Bed, Bath & Beyond Sidewalk	12 days	Mon 4/16/07	Tue 5/1/07	4/25	5/13
4	Bed, Bath & Beyond Sidewalk	26 days	Mon 4/16/07	Mon 5/21/07	4/1	5/20
5	Mobilize	1 day	Mon 4/16/07	Mon 4/16/07	4/1	4/18
6	Install Temporary Barricades/ Signage	1 day	Tue 4/17/07	Tue 4/17/07	4/1	4/18
7	Phase I Sidewalk - Demolition	4 days	Wed 4/18/07	Mon 4/23/07	4/1	4/22
8	Phase I Sidewalk - Form Curb & Gutter	1 day	Tue 4/24/07	Tue 4/24/07	4/1	4/25
9	Phase I Sidewalk - Pour Curb & Gutter	1 day	Wed 4/25/07	Wed 4/25/07	4/1	4/26
10	Phase I Sidewalk - Pour Back Sidewalk	2 days	Thu 4/26/07	Fri 4/27/07	4/1	4/28
11	Phase II Sidewalk - Demolition	1 day	Mon 4/30/07	Mon 4/30/07	4/1	4/30
12	Phase II Sidewalk - Install Temporary Plywood Sidewalk	1 day	Mon 4/30/07	Tue 5/1/07	4/1	5/1
13	Phase II Sidewalk - After Hours Forming & Pour Back	1 day	Tue 5/1/07	Tue 5/1/07	4/1	5/1
14	Bed, Bath & Beyond Parking Lot	26 days	Mon 4/16/07	Mon 5/21/07	4/1	5/20
15	Bed, Bath & Beyond Sidewalk	1 day	Mon 4/16/07	Mon 4/16/07	4/1	4/18
16	Mobilize	1 day	Mon 4/16/07	Mon 4/16/07	4/1	4/18
17	Phase I - Install Temporary Barricades	1 day	Tue 4/17/07	Tue 4/17/07	4/1	4/18
18	Phase I - Demo Parking Lot Curbs	2 days	Wed 4/18/07	Thu 4/19/07	4/1	4/20
19	Temporarily Stripe Traffic Lane	1 day	Fri 4/20/07	Fri 4/20/07	4/1	4/21
20	Phase I - Mill Parking Lot	2 days	Mon 4/23/07	Tue 4/24/07	4/1	4/25
21	Phase I - Install New Cuts	3 days	Wed 4/25/07	Fri 4/27/07	4/1	4/28
22	Phase I - Install Asphalt Topping	2 days	Mon 4/30/07	Tue 5/1/07	4/1	5/1
23	Phase I - Stripe Parking Lot	2 days	Wed 5/2/07	Thu 5/3/07	4/1	5/2
24	Reopen Phase I Parking Lot	0 days	Thu 5/3/07	Thu 5/3/07	4/1	5/3
25	Phase II - Install Temporary Barricades	1 day	Fri 5/4/07	Fri 5/4/07	4/1	5/4
26	Phase II - Demo Parking Lot Curbs	2 days	Mon 5/7/07	Tue 5/8/07	4/1	5/7
27	Phase II - Mill Parking Lot	2 days	Wed 5/9/07	Thu 5/10/07	4/1	5/9
28	Phase II - Install New Cuts	3 days	Fri 5/11/07	Tue 5/15/07	4/1	5/11
29	Phase II - Install Asphalt Topping	2 days	Wed 5/16/07	Thu 5/17/07	4/1	5/12
30	Phase II - Stripe Parking Lot	2 days	Fri 5/18/07	Mon 5/21/07	4/1	5/13
31	Reopen Phase II Parking Lot	0 days	Mon 5/21/07	Mon 5/21/07	4/1	5/21

01/19/07

**Bed, Bath & Beyond**  
Construction, Inc.

5.8.07

Exhibit B Page 14 of 15

